

LAW OFFICES OF JOHN FITZPATRICK VANNUCCI
JOHN FITZPATRICK VANNUCCI (State Bar No. 174329)
100 Montgomery Street, Suite 1600
San Francisco, CA 94104
Telephone: 415.981.7500
Facsimile: 415.981.5700

Attorney for Plaintiffs
MICHAEL WALKER and TASHELL MITCHEL

SEDGWICK LLP
NICHOLAS J. BOOS (State Bar No.233399)
nicholas.boos@sedgwicklaw.com
KARA L. DIBIASIO (State Bar No.294547)
kara.dibiasio@sedgwicklaw.com
333 Bush Street, 30th Floor
San Francisco, CA 94104-2834
Telephone: 415.781.7900
Facsimile: 415.781.2635

Attorneys for Defendants
UNITRIN AUTO and HOME INSURANCE COMPANY,
FINANCIAL INDEMNITY COMPANY, UNITRIN
DIRECT PROPERTY and CASUALTY COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL WALKER, TASHELL
MITCHEL,

Plaintiffs,

v.

UNITRIN AUTO AND HOME INSURANCE
COMPANY, FINANCIAL INDEMNITY
COMPANY, UNITRIN DIRECT
PROPERTY AND CASUALTY COMPANY
and DOES 1 TO 25, inclusive,

Defendants.

Case No. 3:14-cv-03161--EMC

**STIPULATION OF VOLUNTARY
DISMISSAL OF (1) ALL CLAIMS OF
PLAINTIFF TASHELL MITCHEL, AND
(2) DEFENDANTS UNITRIN AUTO AND
HOME INSURANCE COMPANY, AND
UNITRIN DIRECT PROPERTY AND
CASUALTY COMPANY; [PROPOSED]
ORDER**

F.R.C.P 41(a)(1)(A)(ii)

Pursuant to the Federal Rules of Civil Procedure 41(a)(1)(A)(ii), plaintiffs Michael
Walker ("Walker") and Tashell Mitchel ("Mitchel"), and defendants Unitrin Auto and Home
Insurance Company ("Unitrin Auto"), Financial Indemnity Company ("FIC"), and Unitrin Direct

1 Property and Casualty Company ("Unitrin Direct"), by and through their attorneys of record,
2 hereby stipulate and agree that:

3 (1) all claims of plaintiff Mitchel are dismissed without prejudice, such that Mitchel
4 is no longer a party to this action (each party to bear his, her, or its own costs and fees); and

5 (2) Unitrin Auto and Unitrin Direct are dismissed from this action without prejudice
6 (each party to bear his, her, or its own costs and fees).

7 IT IS SO AGREED AND STIPULATED.

8
9 DATED: December ²²____, 2014

LAW OFFICES OF JOHN FITZPATRICK VANNUCCI

10
11 By: 

John Fitzpatrick Vannucci
Attorney for Plaintiffs

MICHAEL WALKER and TASHELL MITCHEL

12
13
14 DATED: December ²³____, 2014

SEDGWICK LLP

15
16 By: 

Nicholas J. Boos

Kara L. DiBiasio

Attorneys for Defendants

UNITRIN AUTO and HOME INSURANCE

COMPANY, FINANCIAL INDEMNITY

COMPANY, UNITRIN DIRECT PROPERTY and

CASUALTY COMPANY

ORDER

Pursuant to the parties' stipulation, IT IS HEREBY ORDERED as follows:

(1) all claims of plaintiff Tashell Mitchel are dismissed without prejudice, such that Mitchel is no longer a party to this action (each party to bear his, her, or its own costs and fees); and

(2) Defendants Unitrin Auto and Home Insurance Company, and Unitrin Direct Property and Casualty Company are dismissed from this action without prejudice (each party to bear his, her, or its own costs and fees).

IT IS SO ORDERED.

DATED: 1/5/15

